

3-0450 14-14

A G R E E M E N T

Between  
*Jefferson Twp.*  
TOWNSHIP OF JEFFERSON

COUNTY OF MORRIS, NEW JERSEY

and

NEW JERSEY CIVIL SERVICE ASSOCIATION

MORRIS COUNCIL NO. 6

(WHITE COLLAR UNIT)

X 1980

LIBRARY  
Institute of Management and  
Labor Relations

AUG 31 1981

RUTGERS UNIVERSITY

MORRIS AND HANTMAN, P.A.  
168 E. Main Street  
Denville, New Jersey 07834

PREAMBLE

THIS AGREEMENT made and entered into this                      day  
of                      , 1980, by and between the TOWNSHIP OF JEFFERSON,  
in the County of Morris, a municipal corporation of the State of  
New Jersey, hereinafter referred to as the "Township", and NEW  
JERSEY CIVIL SERVICE ASSOCIATION, MORRIS COUNCIL NO. 6, herein-  
after referred to as the "Council", represents the complete and  
final understanding on all negotiable issues between the Township  
and the Council.

## ARTICLE I

### RECOGNITION

A. The Township recognizes the Council as the exclusive representative for the purposes of collective negotiations of all non-professional, white-collar employees and all Public Health Nurses employed by the Township including: Principal Clerk Typist, Account Clerk/Typist, Deputy Municipal Court Clerk, Purchasing Material and Control Clerk/Deputy Treasurer, Sanitary Inspector, Secretary to the Board of Adjustment, Deputy Registrar of Vital Statistics, Cashier, Administrative Clerk, Senior Account Clerk/Typist, Plumbing Inspector, Building Inspector/Zoning Officer, Clerk/Typist, Clerk/Stenographer, Treasurer, Telephone Operator/Receptionist, Assistant Zoning Officer, Police Dispatchers, but excluding: Craft employees, Managerial Executives, Policemen, Supervisors within the meaning of the Act, and Confidential employees, also excluding: Fire Marshall, part-time Senior Clerk/Typist (occasional), part-time Nurses (occasional), Director of Planning and Development, Deputy Municipal Clerk, Director of Recreation, Comptroller, Municipal Clerk, part-time Secretary to Planning Board (occasional), Tax Collector/Searcher, Tax Assessor, part-time Secretary to Environmental Committee (occasional), Director of Welfare, Magistrate, Director of Health and Welfare/Registrar of Vital Statistics/Water Treatment Plant Operator, Municipal Court Clerk, Administrative Secretary, part-time Dog Warden (occasional), and part-time Secretary of Drug Abuse Commission.

B. The inclusion of any titles in this unit at this time shall not affect the Township's right to bring a clarification of unit petition to remove any of said titles from the unit if warr-

anted after performance of the title.

C. Titles herein shall be defined to include the plural as well as the singular, and shall include males as well as females.

## ARTICLE II

### TOWNSHIP RIGHTS AND RESPONSIBILITIES

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township;
2. To direct the Township's working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise discipline employees;
5. To maintain efficiency of the Township's operations;
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
7. To relieve employees from duties because of lack of work or for other legitimate reasons;
8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
9. To take whatever actions may be necessary to carry out the responsibilities of the Township;
10. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and

11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government.

B. With respect to paragraph A above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. DEFINITIONS

1. The term "grievance" as used herein means an appeal by an individual employee or the Council on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, Agreements and administrative decisions affecting them. No grievance may be initiated on behalf of the Township, and no employee grievance may be processed beyond Step One herein, unless such grievance shall constitute a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. It is expressly understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further expressly understood that no grievance shall be processed beyond Step One herein if it relates to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

2. The term "immediate superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township of Jefferson. In the event an aggrieved employee has any question as to the identity of his immediate superior, he shall ask the Township Administrator to determine the immediate superior. The foregoing references to table of organization and determination of immediate superior are for informational purposes only, it being expressly

understood that the nature, scope and formulation of a table of organization, and the determination of an employee's immediate superior, are non-negotiable, non-grievable and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. PROCEDURE - EMPLOYEES

1. Step One - Immediate Superior

(a) A grievant must file his grievance in writing with his immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he would have reasonably been expected to know of its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.

(b) The written grievance must identify the grievant by name(s); if filed by the Council must certify that it has been filed at the request of the grievant; must be signed by the grievant and, if filed by the Council, by the Council's representative as well; must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s) forming the basis of the grievance, explaining the precise question of interpretation, application or alleged violation of such provision(s) underlying the grievance; and must set forth with particularity the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements of specificity and identification shall be null and void, need not be processed by the Township, and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses or contract provisions thereafter, except with the express written consent of the Township.

(c) Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant. In the

course of his investigation, the immediate superior may consider the matters contained in the written grievance, and may also schedule a meeting with the grievant within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant may present the written grievance and any written response received at Step One to the Department Head, together with a written statement of the grievant's dissatisfaction with the results at Step One. If the Township Administrator is serving as Department Head, Step Two shall be by-passed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the meeting date period shall be five (5) working days and the response period shall be ten (10) working days.

3. Step Three - Township Administrator

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant may present the written grievance and any written

response(s) received at Steps One and/or Two to the Township Administrator, together with a written statement of the grievant's dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Administrator, the procedures set forth in Step One shall be followed, except that the meeting date period shall be ten (10) working days and the response period shall be twenty (20) working days.

4. Step Four - Arbitration

(a) In the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Township Administrator has not served a timely written response at Step Three, then within five (5) working days after the response date set forth in Step Three, the grievant may notify the Township Administrator in writing of the grievant's intention to submit the grievance to binding arbitration, and shall request the Township Administrator to join in the submission.

(b) Within five (5) working days after receipt of the grievant's notice and request as aforesaid, the Township Administrator shall serve upon the grievant his written determination respecting such request. The Township Administrator shall join in the submission to arbitration if he determines that the grievance relates solely to a dispute properly processed beyond Step One pursuant to Paragraph A, Section 1 of this Article; was timely filed and timely processed through the applicable internal steps of this grievance procedure; comports with the requirements of specificity and identification hereinabove set forth; has not been improperly expanded upon or added to subsequent to its initial filing; relates solely to sub-

ject matter(s) within the required scope of negotiations as determined by the Public Employment Relations Commission and the Courts; and by way of remedy does not seek a result inconsistent with statute, administrative regulation or decisional law, inconsistent with the Township's management prerogatives set forth generally and specifically in Article II of this Agreement, or which would significantly interfere with such management prerogatives.

(c) In the event the Township Administrator determines to join in the submission to arbitration, or in the event the Township Administrator has not served a timely written determination, then within five (5) working days after the determination date set forth in Section 4(b) above, the grievant may invoke binding arbitration by submitting a written request therefor to the American Arbitration Association, with a copy of such request to the Township Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, except as they may be expressly altered or modified herein.

(d) The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement, and shall be expressly bound by the considerations set forth in section 4(b) above notwithstanding any

positions expressed thereon by the Township Administrator or the Township Administrator's failure to respond with respect thereto.

5. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearings shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The individual grievant shall have at his request an employee representative from the Council to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the participating employee representative from the Council, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating thereat. Requests for employee representatives and witnesses shall be made to the Township Administrator in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

D. PROCEDURE - TOWNSHIP

The Township Administrator may file a written grievance against the Council within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after the Township Administrator would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1(b) of this Article, and shall be mailed to the Council's attorney, Allen

Hantman, Esq., 168 East Main Street, Denville, New Jersey, or to such other Council representative as the Council may hereafter designate in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon, but in the event the grievance remains unresolved by thirty (30) working days after its submission to the Council, the Township Administrator may invoke binding arbitration. To the extent applicable, the provisions of Paragraph D, Section 4 of this Article shall govern such arbitration.

ARTICLE IV

AGREEMENT NOT TO STRIKE OR LOBBY

A. The Council agrees that, during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

B. The Council agrees that during the term of this Agreement, it will refrain from lobbying before the Jefferson Township Council.

ARTICLE V

VACATIONS

A. Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
First (1st) year	One (1) day per month per calendar year from time of employment to December 31st.
After the first (1st) year of service through ten (10) years of service	Thirteen (13) working days.
After ten (10) years of service through twenty (20) years of service	Sixteen (16) working days.
After twenty (20) years of service	Twenty-one (21) working days.

B. With administrative approval, subject to the needs of the Township, ten (10) days vacation may be carried by the employee for one (1) calendar year to allow for extended vacations.

## ARTICLE VI

### HOLIDAYS

A. Employees shall be granted holidays as designated below:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Election Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Day after Christmas Day
12. Floating Holiday - to be taken at the sole option of the employee upon two (2) weeks' notice in writing to his or her Department Head and granted subject to the needs of the service.

B. Should any of the holidays designated above fall on a Sunday, the following Monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

C. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless on an authorized leave because of a bereavement, a vacation, or a sick day. If all sick time has been used, proof must be established of this fact.

## ARTICLE VII

### SICK LEAVE

A. "Sick leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household.

B. Each employee shall be entitled to sick leave credits at the rate of one and one-quarter (1-1/4) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

C. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Accumulated sick leave shall be paid at the rate of one (1) day's pay for every three (3) days of unused accumulated sick leave time up to a maximum of six (6) months' pay upon separation from Township service in good standing with a minimum of fifteen (15) years service with the Township of Jefferson. In the event an employee terminates with less than fifteen (15) years of service or not in good standing, there shall be no right to the payment of accumulated sick leave. The Township of Jefferson shall have six (6) months from the date of said separa-

tion from service to make such payments. If upon termination from the Township's service, an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to this daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he is entitled.

D. Each employee is required to notify his superior by one-half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his supervisor, then the Township Administrator's office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the supervisor or Township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirement of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to Civil Service rules and regulations.

E. A certificate from a reputable physician in attendance shall be required as proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

F. Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave. An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits by the Township nurse to the homes of employees on sick leave.

ARTICLE VIII

OTHER LEAVES

A. Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between pay received for jury duty and the employee's wages for the leave period.

B. The Township shall provide bereavement leave with pay not to exceed four (4) working days in the case of death of an employee's spouse, child, brother, sister, mother or father. Proof of death may be required by the Township.

C. Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Treasurer's office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

D. In the event of extreme weather conditions due to storm necessitating the closing of municipal offices by the Township Administrator, announcement of the closing of such offices shall be made as early as possible prior to normal reporting time over

radio station WRAN on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather, if authorized by the Township Administrator, shall be without penalty.

ARTICLE IX

HOSPITAL AND MEDICAL INSURANCE

Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement, through the Township's continued purchase of insurance policies providing existing or equivalent insurance coverage.

ARTICLE X

PENSIONS

The Township shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All legislation improving pensions and retirement benefits which are mandatory will be implemented.

ARTICLE XI

HOURS OF EMPLOYMENT

A. The regular work day shall begin at 9:00 a.m. and conclude at 4:30 p.m., with thirty (30) minutes for lunch, except that on paydays there shall be forty-five (45) minutes for lunch. Notwithstanding the foregoing, commencing July 1 and extending to and including the day after Labor Day, summer hours of 9:00 a.m. to 4:00 p.m. shall be in effect.

B. The regular work week shall consist of five (5) working days, as described in Paragraph A above.

C. A regular work week for the police dispatchers shall be forty (40) hours. Scheduling of times of employment shall be set in accordance with the needs of the Police Department.

ARTICLE XII

SALARY AND WAGES

A. The salary and wages of full time unit employees as of the date of the ratification of this Agreement shall be increased by 7.75% across the board retroactive to January 1, 1980.

B. As used in Paragraph A above, the term "full time unit employees" includes the Police Dispatchers, forty (40) hour employees, and all thirty-five (35) hour employees, including employees functioning as "purchasing material and control clerk/deputy treasurer", "principal clerk typist/assistant zoning officer", and "senior account clerk typist/treasurer". The remaining unit positions, which are part time positions, shall receive 7.75% of the yearly or hourly wage where applicable retroactive to January 1, 1980.

C. Notwithstanding the matters set forth above, the Township reserves the right and prerogative to establish the starting salaries and wages of new unit employees, so long as starting salaries and wages are no greater than those paid to the current employees in the position involved.

D. In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the employee shall receive a minimum salary increase of three per cent (3%) over the salary then in effect for the position from which the employee is transferred. The foregoing provision shall be effective as of January 1, 1980. The foregoing references to table of organization and promotion are for informational purposes

only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination of which transfers constitute promotions, are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

E. Overtime shall be compensated at the base rate or compensatory time on an hour-for-hour basis up to forty (40) paid hours in any one (1) week. Overtime shall be compensated at the rate of time and one-half or compensatory time after forty (40) paid hours in any one (1) week. The Township shall have the option of deciding, within ten (10) days of the time worked, the method of compensation. If the Township offers compensatory time, the employee shall have the right to choose the time to be taken, subject to the needs of the service.

ARTICLE XIII

LONGEVITY

A. Effective January 1, 1980, all full time unit employees shall be eligible for longevity awards starting at the fourth (4th) year of their employment, at two per cent (2%), and increasing one-half per cent (1/2%) each year thereafter until a maximum of \$900.00 total longevity is reached. Longevity shall be based on each base annual wage. The first day of July is the day upon which the total number of years service shall be measured and longevity compensation shall be paid in a lump sum for the entire year on or before November 15th of any year.

B. At the option of the employee, longevity will be included and denoted as base salary for the last three (3) years of employment prior to retirement pursuant to PERS.

ARTICLE XIV

POSTING OF NON-SUPERVISORY POSITION VACANCIES

A. The Administrator's office shall make every reasonable effort to post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply.

B. If an employee is interested in a vacancy, he or she shall register his or her name in writing with the Department Head where the vacancy exists, and shall send a copy to the Administrator's office.

C. To provide advancement opportunities, the Administrator's office shall make every reasonable effort to post on employee bulletin boards any and all new positions or vacancies available in the Township, regardless of whether or not they have been announced in the Civil Service bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

ARTICLE XV

DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Township to deduct. Said deductions shall be made in compliance with N.J.S.A. 52:14-15.9 e, as amended.

B. If, during the life of this Agreement, there should be made change in the rate of membership dues, the Council shall furnish to the Township written notice sixty (60) days prior to the effective date of such change.

C. The Council will provide the necessary "check-off authorization" form and the Council will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Council shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Council to the Township.

ARTICLE XVI

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Council against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Council or because of any lawful activities by such employees on behalf of the Council. The Council, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Council.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

C. All issues raised in negotiations but not specifically included in this Agreement shall continue unaffected by this Agreement. This paragraph shall not modify or change the Township's

ability to deal with extenuating circumstances on an individual basis nor is it meant to create a past practice from an individual accommodation to past extenuating circumstances. All past practices that are identified and continued in this Agreement are subject to negotiations in the next and any successor Agreement.

ARTICLE XIX

ADDITIONAL BENEFITS

A. Any employee who uses his or her own vehicle on Township-mandated business approved by the Department Head in advance shall be paid mileage in the amount of fifteen (15¢) cents per mile effective June 1, 1980.

B. When an employee is sent outside of the Township on Township-mandated business approved by his or her Department Head in advance and such absence includes the period during which lunch would normally be taken and lunch is not provided for, the employee shall be reimbursed for lunch money actually expended up to Four (\$4.00) Dollars per meal upon submission of a proper voucher.

ARTICLE XX

AGENCY SHOP

Effective July 1, 1980, the Township of Jefferson shall deduct by payroll deduction from those employees covered by this Agreement, and, not members of New Jersey Civil Service Association Morris Council No. 6 a fair share fee for services rendered by the majority bargaining representative. The fair share fee for services rendered by the majority bargaining representative shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no event shall the fee exceed eighty-five (85%) per cent of the regular membership dues.

The majority bargaining representative shall provide sixty (60) days prior to January 1, 1981, and January 1st and July 31st of each succeeding year, advance written notice to the Public Employment Relations Commission, the Township of Jefferson and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township of Jefferson, the information necessary to compute the fair share fee for services on the above formula.

Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township of Jefferson and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on

the majority bargaining representative.

The Township of Jefferson shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and any successive agreement so providing.

In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the Township of Jefferson pending a decision by the Public Employment Relations Commission pursuant to 34:13A-5.4 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following notice of the amount of the fair share fee; b) satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from re-employment lists; d) the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforementioned categories nor any employees in the employ of the Township of Jefferson at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to

the Board of Trustees of New Jersey Civil Service Association Morris Council No. 6 at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Township of Jefferson and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Township of Jefferson to allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the Board of Trustees of New Jersey Civil Service Association Morris Council No. 6 shall be made in writing with copies to the Township of Jefferson and the challenging employee. Any challenging employee who disagrees with the determination of the Board of Trustees of Morris Council No. 6 shall have a right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

New Jersey Civil Service Association Morris Council No. 6 shall indemnify, defend and save the Township of Jefferson harmless against any and all claims, damages, suits or other forms of liability as may arise out of or by reason of action taken by the Township of Jefferson in reliance upon the fair share fee and computation thereof submitted by Morris Council No. 6 to the Township of Jefferson.